



Union Tank Car Company

225 West Washington Street
Chicago, Illinois 60606
312/372-9500

RECORDATION NO. 17837 FILED 1425
JUN 13 1994 -9 55 AM
INTERSTATE COMMERCE COMMISSION

June 3, 1994

Interstate Commerce Commission
12th St. & Constitution Ave., N.W.
Washington, DC 20423

Attn: Ms. Mildred R. Lee
Room 2303

Re: Union Tank Car Company
Equipment Lease Agreement (L-2N)
(UTC Trust No. 1992-A)
Recordation No. 17837

Dear Ms. Lee:

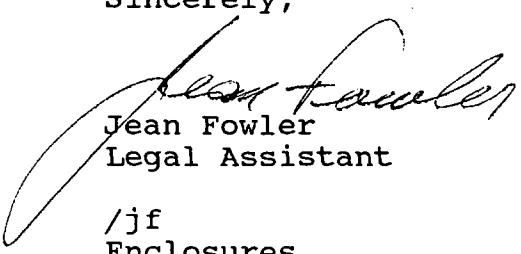
Enclosed are five certified copies of Lease Supplement No. 1 dated as of June 30, 1992, between Union Tank Car Company and The Connecticut National Bank, as Trustee.

Please file this document as a supplement to the filing referred to above. Enclosed is our check in the amount of \$18 for the filing fee. Please return four copies of the documents, stamped to show the filing, to me.

If you have any questions, please call me at (312) 845-5457.

Thank you.

Sincerely,


Jean Fowler
Legal Assistant

/jff
Enclosures

UTC4066L

Interstate Commerce Commission

Washington, D.C. 20423

6/13/94

OFFICE OF THE SECRETARY

Jean Fowler

Legal Assistant

Union Tank Car Company

225 West Washington Street

Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 6/13/94 at 9:55am, and assigned
recordation number(s). 17837-D, 17839-D 17840-D 17843-D 17844-D
17845-D 17846-D 17847-D

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

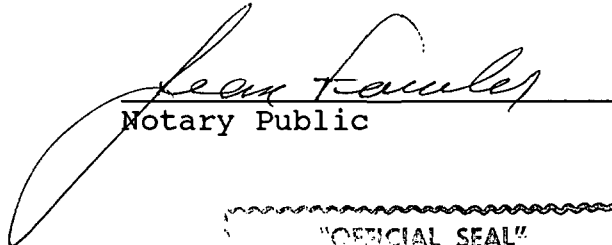
RECORDATION NO. 178328 FILED 1425
JUN 13 1994 -9 55 AM
INTERSTATE COMMERCE COMMISSION

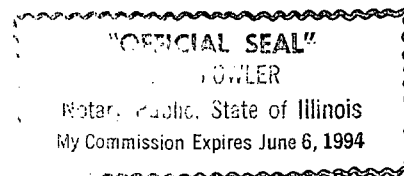
STATE OF ILLINOIS)
)
COUNTY OF COOK)

CERTIFICATE

The undersigned, Jean Fowler, a Notary Public in and for said County and State, hereby states that she has compared the attached copy of the Lease Supplement No. 1 (L-2N) (UTC Trust No. 1992-A), dated as of June 30, 1992, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

In Witness Whereof, the undersigned has set her hand and seal this 3rd day of June, 1994.


Notary Public



RECORDATION NO. _____ FILED 1425

JUN 13 1994 -9 55 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1 (L-2N)
(UTC Trust No. 1992-A)

Dated as of June 30, 1992

between

THE CONNECTICUT NATIONAL BANK,
Lessor

and

UNION TANK CAR COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (UTC Trust No. 1992-A), DATED AS OF JUNE 30, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1992, at ____:____ [A.M.][P.M.], Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1992, at ____:____ [A.M.][P.M.]]4/

4/ For conformed copy

LEASE SUPPLEMENT NO. 1 (L-2N)
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-2N) (UTC Trust No. 1992-A) dated June 30, 1992 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, the Lessee shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and the Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by the Owner Trustee on the Closing Date; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Equipment Cost, etc. The Equipment Cost of each of the Units leased hereunder is as set forth on Schedule 1 to the Participation Agreement. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Price applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 8 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in the City of Evanston, State of Illinois, on the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK, not
in its individual capacity, but
solely as Owner Trustee

By: 

Name: PHILIP G. KANE, JR.
Title: VICE PRESIDENT

LESSEE:

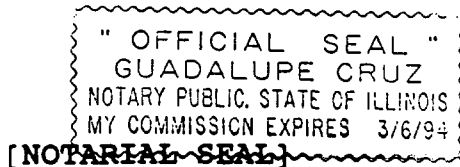
UNION TANK CAR COMPANY

By: 

Name: S. G. DUISMORE
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, P. G. KANE, Jr., to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

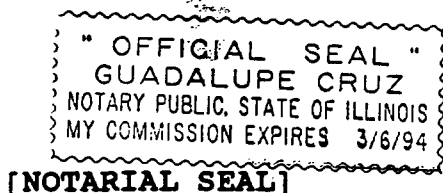


Guadalupe Cruz
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, SG DUSMOKG, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Guadalupe Cruz
Notary Public

My commission expires: _____

DESCRIPTION OF EQUIPMENT L-2N

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
COVERED HOPPER CARS 3,000 CU.FT.						
JUN 1991	3	UNPX	127012	C712	LO	ALUM
JUN 1991	3	UNPX	127013	C712	LO	ALUM
JUN 1991	3	UNPX	127014	C712	LO	ALUM
JUN 1991	3	UNPX	127015	C712	LO	ALUM
JUN 1991	3	UNPX	127016	C712	LO	ALUM
JUN 1991	3	UNPX	127017	C712	LO	ALUM
JUN 1991	3	UNPX	127018	C712	LO	ALUM
JUN 1991	3	UNPX	127019	C712	LO	ALUM
JUN 1991	3	UNPX	127020	C712	LO	ALUM
JUN 1991	3	UNPX	127021	C712	LO	ALUM
JUN 1991	3	UNPX	127022	C712	LO	ALUM
JUN 1991	3	UNPX	127023	C712	LO	ALUM
JUN 1991	3	UNPX	127024	C712	LO	ALUM
JUN 1991	3	UNPX	127025	C712	LO	ALUM
JUN 1991	3	UNPX	127026	C712	LO	ALUM
JUN 1991	3	UNPX	127027	C712	LO	ALUM
JUN 1991	3	UNPX	127028	C712	LO	ALUM
JUN 1991	3	UNPX	127029	C712	LO	ALUM
JUN 1991	3	UNPX	127030	C712	LO	ALUM
JUN 1991	3	UNPX	127031	C712	LO	ALUM
JUN 1991	3	UNPX	127032	C712	LO	ALUM
JUN 1991	3	UNPX	127033	C712	LO	ALUM
JUL 1991	3	UNPX	127034	C712	LO	ALUM
JUL 1991	3	UNPX	127035	C712	LO	ALUM
JUL 1991	3	UNPX	127036	C712	LO	ALUM
JUL 1991	3	UNPX	127037	C712	LO	ALUM
JUL 1991	3	UNPX	127038	C712	LO	ALUM
JUL 1991	3	UNPX	127039	C712	LO	ALUM
JUL 1991	3	UNPX	127040	C712	LO	ALUM
JUL 1991	3	UNPX	127041	C712	LO	ALUM
JUL 1991	3	UNPX	127042	C712	LO	ALUM
AUG 1991	3	UNPX	127043	C712	LO	ALUM
AUG 1991	3	UNPX	127044	C712	LO	ALUM
AUG 1991	3	UNPX	127045	C712	LO	ALUM
AUG 1991	3	UNPX	127046	C712	LO	ALUM
AUG 1991	3	UNPX	127047	C712	LO	ALUM
AUG 1991	3	UNPX	127048	C712	LO	ALUM
AUG 1991	3	UNPX	127049	C712	LO	ALUM
AUG 1991	3	UNPX	127050	C712	LO	ALUM
AUG 1991	3	UNPX	127051	C712	LO	ALUM
AUG 1991	3	UNPX	127052	C712	LO	ALUM
AUG 1991	3	UNPX	127053	C712	LO	ALUM
AUG 1991	3	UNPX	127054	C712	LO	ALUM
AUG 1991	3	UNPX	127055	C712	LO	ALUM
AUG 1991	3	UNPX	127056	C712	LO	ALUM
SEP 1991	3	UNPX	127057	C712	LO	ALUM
AUG 1991	3	UNPX	127058	C712	LO	ALUM
AUG 1991	3	UNPX	127059	C712	LO	ALUM
OCT 1991	3	UNPX	127060	C712	LO	ALUM
OCT 1991	3	UNPX	127061	C712	LO	ALUM
OCT 1991	3	UNPX	127062	C712	LO	ALUM
OCT 1991	3	UNPX	127063	C712	LO	ALUM
OCT 1991	3	UNPX	127064	C712	LO	ALUM
OCT 1991	3	UNPX	127065	C712	LO	ALUM
OCT 1991	3	UNPX	127066	C712	LO	ALUM
OCT 1991	3	UNPX	127067	C712	LO	ALUM
OCT 1991	3	UNPX	127068	C712	LO	ALUM
OCT 1991	3	UNPX	127069	C712	LO	ALUM
OCT 1991	3	UNPX	127070	C712	LO	ALUM
OCT 1991	3	UNPX	127071	C712	LO	ALUM
OCT 1991	3	UNPX	127072	C712	LO	ALUM
OCT 1991	3	UNPX	127073	C712	LO	ALUM
OCT 1991	3	UNPX	127074	C712	LO	ALUM
OCT 1991	3	UNPX	127075	C712	LO	ALUM

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
OCT 1991	3	UNPX	127076	C712	LO ALUM	
OCT 1991	3	UNPX	127077	C712	LO ALUM	
OCT 1991	3	UNPX	127078	C712	LO ALUM	
OCT 1991	3	UNPX	127079	C712	LO ALUM	
OCT 1991	3	UNPX	127097	C712	LO ALUM	
OCT 1991	3	UNPX	127098	C712	LO ALUM	
OCT 1991	3	UNPX	127099	C712	LO ALUM	
NOV 1991	3	UNPX	127100	C712	LO ALUM	
NOV 1991	3	UNPX	127101	C712	LO ALUM	
NOV 1991	3	UNPX	127102	C712	LO ALUM	
NOV 1991	3	UNPX	127103	C712	LO ALUM	
NOV 1991	3	UNPX	127104	C712	LO ALUM	
NOV 1991	3	UNPX	127105	C712	LO ALUM	
NOV 1991	3	UNPX	127106	C712	LO ALUM	
NOV 1991	3	UNPX	127107	C712	LO ALUM	
NOV 1991	3	UNPX	127108	C712	LO ALUM	
NOV 1991	3	UNPX	127109	C712	LO ALUM	
NOV 1991	3	UNPX	127110	C712	LO ALUM	
NOV 1991	3	UNPX	127111	C712	LO ALUM	
NOV 1991	3	UNPX	127112	C712	LO ALUM	
NOV 1991	3	UNPX	127113	C712	LO ALUM	
NOV 1991	3	UNPX	127114	C712	LO ALUM	
NOV 1991	3	UNPX	127115	C712	LO ALUM	
NOV 1991	3	UNPX	127116	C712	LO ALUM	
NOV 1991	3	UNPX	127117	C712	LO ALUM	
NOV 1991	3	UNPX	127118	C712	LO ALUM	
NOV 1991	3	UNPX	127119	C712	LO ALUM	
NOV 1991	3	UNPX	127120	C712	LO ALUM	
NOV 1991	3	UNPX	127121	C712	LO ALUM	
DEC 1991	3	UNPX	127122	C712	LO ALUM	
DEC 1991	3	UNPX	127123	C712	LO ALUM	
DEC 1991	3	UNPX	127124	C712	LO ALUM	

TOTAL COVERED HOPPER
CARS 3,000 CU.FT.:

96